



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Johnson & Gordon, Inc.

File: B-241547

Date: February 20, 1991

Dr. Johnnie L. Johnson for the protester.
Richard A. Ciambrone, Esq., Thompson, Hine and Flory, for Elaine's Cleaning, an interested party.
Richard C. Philips, Esq., Department of the Air Force, for the agency.
James Cunningham, Esq., Paul Lieberman, Esq., and John F. Mitchell, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest that award must have been based on undisclosed evaluation factors is without merit where agency made award, consistent with stated evaluation factors, to offeror whose proposal was lower-priced and higher-rated than protester's offer.

DECISION

Johnson & Gordon, Inc. (J & G) protests the award of a fixed-price contract by Wright-Patterson Air Force Base to Elaine's Cleaning Service under request for proposals (RFP) No. F33601-90-R-0206, issued on May 15, 1990, to obtain custodial services at the base for a 1-year base period plus four 1-year option periods.

We deny the protest.

The RFP called for several items of janitorial services and required offerors to submit technical and price proposals which would be evaluated on the basis of 11 listed evaluation factors including price. The RFP award provision listed the factors in descending order of importance, with price indicated as the least important evaluation factor, and provided that award would be made on the basis of an "integrated assessment" of each offeror's ability to satisfy the RFP requirements.

Thirty seven proposals were received by the June 25 closing date. The Air Force conducted discussions with J & G, Elaine's, and all of the other offerors in the competitive range. The Air Force informed J & G of specific discrepancies under four evaluation factors in the company's proposal. The Air Force also informed Elaine's of specific discrepancies under four evaluation factors. Both offerors submitted best and final offers, which satisfactorily addressed the discrepancies, by the September 19 closing date. Elaine's offered the lowest evaluated price of \$9,423,085, more than \$2,000,000 lower than J & G's price of \$11,496,223, which was fifth low.

The Air Force's technical evaluation ranked Elaine's and J & G's proposals fourth and sixth, respectively, in technical merit. The three proposals with the highest technical rating offered prices between \$16,000,000 and \$32,000,000. J & G's technical proposal received ratings of acceptable on all but two factors (scheduling and transition planning) rated exceptional. Elaine's proposal received ratings of acceptable in all areas except for three factors under which it received exceptional ratings (key personnel, resume of executive/supervisory experience, and corporate/business occupational charts). The offerors' past performance was also evaluated by the Air Force's "performance risk" assessment group which assigned "risk" ratings of high, medium, or low based primarily on references which were provided by the offerors. J & G was rated as high risk and Elaine was rated as low risk. The Air Force's Source Selection Advisory Group then performed an integrated assessment of the proposals within the competitive range and recommended that award be made on the basis of Elaine's proposal as most advantageous to the government. On September 21, 1990, the Source Selection Authority concurred that Elaine's proposal was most advantageous to the government and selected Elaine's proposal for award.

In J & G's initial protest, the company argued that the award to the lower-priced offeror was contrary to alleged Air Force advice given to J & G prior to the close of negotiations that the "award would not be based on price." J & G also asserted that the Air Force should have excluded Elaine's proposal from the competitive range because it was a below-cost offer. In its report, the Air Force contradicted J & G's assertion regarding the advice concerning whether award would be based on price and argued that in evaluating and selecting Elaine's proposal only appropriate weight was given to Elaine's proposed price. Since in its comments on the Air Force's report J & G did not mention these issues again, we consider J & G to have abandoned these grounds of protest. See Monarch Enters., Inc., B-239770, Sept. 12, 1990, 90-2 CPD ¶ 203. Consequently, we will not consider these issues.

The other issues raised by J & G are the unsupported assertion that J & G's proposal was superior technically to Elaine's proposal, that the Air Force must have improperly assessed the respective proposals based on undisclosed evaluation factors, and that J & G should not have received a worse risk rating than Elaine's.

In reviewing protests against the propriety of an agency's evaluation of proposals, we do not independently evaluate those proposals. Biological Research Faculty & Facility, Inc., B-234568, Apr. 28, 1989, 89-1 CPD ¶ 409; Ira T. Finley Invs., B-222432, July 25, 1986, 86-2 CPD ¶ 112. Rather, the contracting agency is primarily responsible for determining the relative desirability and technical adequacy of proposals; further, in exercising this responsibility, the contracting agency enjoys a reasonable range of discretion. AT&T Technology Sys., B-220052, Jan. 17, 1986, 86-1 CPD ¶ 57. Consequently, we will question the agency's technical evaluation only where the record clearly shows that the evaluation does not have a reasonable basis or is inconsistent with the evaluation criteria listed in the RFP. See American Educ. Complex Sys., B-228584, Jan. 13, 1988, 88-1 CPD ¶ 30. The fact that the protester disagrees with the agency does not itself render the evaluation unreasonable. ESCO, Inc., 66 Comp. Gen. 404 (1987), 87-1 CPD ¶ 450.

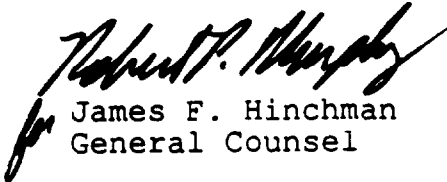
While J & G generally asserts that its proposal was technically superior to Elaine's, it has not provided any basis for this assertion, nor suggested any specific evaluation factor in which the Air Force's evaluation was erroneous. The Air Force report advised J & G that Elaine's proposal "exceeded qualification requirements" with respect to the evaluation factors of key personnel and resume of executive/supervisory experience, and contained an "exceptional[ly] thorough breakdown" under the corporate or business organization charts factor. The report also stated that J & G's proposal "exceeded requirements with very precise schedules and crew assignments" under the scheduling factor, and that it had a "well detailed plan and plentiful resources" under the functional area narrative statements factor. Both proposals were rated acceptable under all the remaining factors. Our review of the proposals has not provided any basis to conclude that these evaluations were erroneous, and in its response to the report, J & G did not take issue with any of these ratings, or provide any evidence that these ratings were improper.

Under the Air Force's scoring proposal, Elaine's proposal was entitled to a slight advantage over J & G's in view of the three exceptional ratings for Elaine's proposal compared with only two exceptional ratings for J & G's. Further, two of Elaine's exceptional ratings were under RFP evaluation factors

which have more combined weight under the RFP scoring scheme than the combined weight of the two RFP factors under which J & G's proposal was rated as exceptional. Thus, Elaine's proposal was reasonably determined to be higher-rated technically than J & G's proposal without the application of any undisclosed evaluation factors.

Since Elaine's proposal was higher-rated with respect to the technical evaluation factors and presented a significant price advantage, it is clear that the award to Elaine's was justified under the RFP's evaluation criteria without considering the effect of J & G's receipt of a less favorable performance risk assessment. Consequently, we need not consider J & G's argument about the evaluation of risk in the proposals.

The protest is denied.


for James F. Hinchman
General Counsel